

United Dental Care of Arizona, Inc.
5353 N. 16th Street, Suite 370
Phoenix, AZ 85016
(800) 443-2995

EVIDENCE OF COVERAGE

ARTICLE I
DEFINITIONS

- 1.1 **Copayment:** Shall mean an additional fee charged to Member by Plan Provider as identified in the Copayment Schedule.
- 1.2 **Dependent:** Shall mean the spouse of any Subscriber and all newborn infants from and after the moment of birth, natural children, adopted children regardless of their age at which the child was adopted, stepchildren under a court or administrative order, foster children, and children who have been placed for adoption with Member and for whom the application and approval procedures for adoption pursuant to section 8-105 or 8-108 have been completed, and are under age nineteen (19), unmarried and chiefly dependent on Subscriber for support.
- Dependents shall be eligible for coverage on the day Subscriber is eligible for coverage or on the day Subscriber acquires such Dependent, whichever is later. Eligibility may be extended up to age twenty eight (28) for unmarried children who are chiefly dependent on Subscriber for maintenance and support and are registered students in regular, full-time attendance at an accredited school, college or university. Dependent shall also mean the child of Subscriber age nineteen (19) or over not capable of self-sustaining employment by reason of a disability or physical handicap and chiefly dependent on Subscriber for maintenance and support.
- 1.3 **Effective Date for a Member:** The date when coverage begins under Agreement.
- 1.4 **Emergency Services:** Shall mean those dental services necessary to control bleeding, relieve pain, including local anesthesia, or eliminate acute infection. Medications that may be prescribed by the dentist but obtained through a pharmacy are excluded and are not covered.
- 1.5 **Member:** Shall mean a Subscriber or Dependent enrolled in Plan.
- 1.6 **Group:** Shall mean the employer, association, or other organization identified in Agreement.
- 1.7 **Plan Dentist:** Shall mean a General Dentist who is under contract with Plan and responsible for providing dental services to Members of Plan.
- 1.8 **Plan Provider:** Shall mean a Plan Dentist or Plan Specialist under contract with Plan. The term shall include any hygienists and technicians recognized by the dental profession who act with and assist Plan Dentist or Plan Specialist. Establishment and location of all Plan Providers are within the sole discretion and determination of Plan. A list of Plan Providers shall be published in Plan Dentist Directory.
- 1.9 **Plan Specialist:** Shall mean a dentist practicing in a dental specialty under contract with Plan to provide specialty services to Members including, but not limited to, Endodontics, Orthodontics, Pedodontics, Periodontics and Oral Surgery.
- 1.10 **Plan Benefits:** Shall mean the services provided under Agreement, subject to any limitations and exclusions.
- 1.11 **Prepayment Fee:** Shall mean the monthly fee paid by Group to Plan for each Member, including administrative or other fees necessary for provision of coverage.

- 1.12 **Service Area:** Shall mean the area where Plan is licensed to provide Plan Benefits.
- 1.13 **Subscriber:** Shall mean an employee, member or beneficiary of Group who is eligible to participate in Plan under the eligibility requirements determined by Group.

ARTICLE II ELIGIBILITY AND EFFECTIVE DATE

- 2.1 **Plan Year:** The initial Plan Year shall begin on the Effective Date and last for a period of (12) calendar months. Each subsequent Plan Year shall begin on the Anniversary Date. The Plan Year will then last for a period of twelve (12) calendar months. The Anniversary Date for this plan is October 1.
- 2.2 **Eligibility:** Subscriber and his Dependent(s) are eligible to become Members of Plan during the open enrollment period set by Group. For Subscribers who become eligible after the Effective Date, eligibility shall be subject to Group's eligibility rules. Each Member must work or live in Plan Service Area to participate in Plan.

A newly acquired Dependent of Subscriber shall be eligible for coverage on the day Subscriber acquires Dependent or on the day Subscriber is eligible for coverage, whichever is later. All newborn infants shall be eligible for coverage from and after the moment of birth, and adopted children regardless of the age at which the child was adopted, when they are placed with Member and the application and approval procedures pursuant to section 8-105 or 8-108 of Arizona law is completed.

When Member is required by court or administrative order to provide health coverage for a child and Member is eligible for coverage under Plan, Plan will:

- A. Permit Member to enroll, under the family coverage, a child who is otherwise eligible for coverage without regard to an enrollment season restriction.
- B. If the Member is enrolled but fails to make application to obtain coverage for the child, enroll the child under family coverage upon application of the child's other parent, the state agency administering the Medicaid program, or the state agency administering 42 U.S.C. 651 through 669, the child support enforcement program.
- C. Not disenroll or eliminate that child's coverage unless Plan is provided satisfactory written evidence that;
 - the court or administrative order is no longer in effect; or
 - the child is or will be enrolled in comparable coverage through another plan, which will take effect not later than the effective date of disenrollment.

If an additional Prepayment Fee is required for coverage of a newborn infant, Group must notify Plan. Any resulting Prepayment Fee must be paid within thirty-one (31) days after the date of birth.

- 2.3 **Coverage of Members/Effective Date:** Each Subscriber or Dependent whose Prepayment Fee has been accepted by Plan prior to the 20th day of the month will be covered beginning the first day of the following month. Each Subscriber or Dependent whose Prepayment Fee has been accepted by Plan between the 20th day and the last day of the month will be covered beginning the first day of the second following month. However, all newborn infants, adopted children and children who have been placed for adoption are covered from the moment of birth, adoption or placement.

ARTICLE III SUBSCRIBER COPAYMENTS

- 3.1 **Copayments:** Member shall be responsible for payment of all Copayments and charges for non-covered services. Member shall pay dental provider at the time service is rendered. Member may have an option to pay according to provider's billing procedures.

ARTICLE IV BENEFITS AND COVERAGES

- 4.1 **Assignment of Benefits:** Member's coverage is intended for the sole use and benefit of Member and cannot be transferred to a third party.
- 4.2 **Plan Benefits:** Plan shall provide services to Members as set forth in the Evidence of Coverage and Copayment Schedule. Services are subject to limitations and exclusions. Services are provided for the term of Agreement. Plan reserves the right to change Plan Benefits after the initial Plan Year. Notice of change is subject to sixty (60) days written notice.
- 4.3 **Provision of Plan Benefits/Plan Providers:** Unless there is a need for Emergency Services, Agreement provides only for services performed by a Plan Provider. Plan shall not have any liability due to treatment by any non-Plan dentist or physician. In addition, Plan shall not have any liability due to treatment by hospital, other person, institution or group. Each Member shall select a Plan Dentist from the Plan Dentist Directory furnished by Group to Member. Specialty services covered by Plan may be obtained from a Plan Specialist. Agreement provides for services only. It is not an insurance policy. It does not reimburse Member or Group in cash except as provided herein.
- 4.4 **Selection of Provider:**
- A. **Plan Dentist:** Each Member shall select a Plan Dentist from Plan Dentist Directory. To obtain Plan Benefits, Member shall contact selected Plan Dentist.
- Change of Selected Plan Dentist:** Member or Plan Dentist may request a change of Plan Provider selection by contacting Plan. Change requests received by the 20th of the month will be effective on the 1st of the next following month. Change requests received after the 20th of the month will be effective the 1st of the second following month. Change requests may be delayed until Member pays all monies owed selected Plan Dentist. Any Member who changes selected Plan Dentist without notifying Plan shall be denied coverage for services provided by non-selected Plan Dentist.
- B. **Plan Specialist:** If Member requires specialist services that cannot be provided by Member's selected Plan Dentist, Member may obtain services from a Plan Specialist. No referral is needed from selected Plan Dentist to obtain services from any Plan specialist.
- 4.5 **Member/Plan Provider Relationship:** The relationship between Member and Plan Provider shall be an independent professional one. Plan Provider shall be solely responsible, without interference from Plan or Group for all services within the professional relationship between Member and Plan Provider. Plan or Plan Provider shall have the right to refuse treatment to any Member who: (1) fails to follow a prescribed course of treatment; (2) fails to keep confirmed appointments; (3) fails or refuses to pay proper Copayments, including any missed appointment fees or charges for non covered procedures; (4) uses the relationship for illegal purposes; or (5) otherwise makes the professional relationship unduly burdensome.

ARTICLE V LIMITATIONS AND EXCLUSIONS

1. Routine cleanings are limited to once every six (6) months, unless medically necessary
2. Medical costs associated with dental procedures are not covered.
3. The parent or guardian is responsible for affecting behavior of dependents so that provider may safely render proper dental care. Services rendered by a specialist because of behavior adjustment may affect Member's out of pocket expense. Such services needed may be physical restraint, sedation or other method of control.
4. Dentures or appliances will be replaced only after five years since dentures or appliances were provided by Plan. If denture or appliance becomes unserviceable due to illness or causes not controlled by ordinary means, the following will apply: Replacement will be made only if existing denture or appliance cannot be made serviceable.
5. Replacement of dentures, appliances or bridgework due to loss or theft is not covered.
6. Dental treatment provided or started prior to Member's eligibility to receive benefits is not covered. Dental treatment started after Member's termination is not covered.
7. Failure to follow prescribed treatment may result in additional charges. Accidents occurring during the course of any treatment may result in additional charges.
8. Restorations and endodontic posts and cores placed after root canal therapy are separate procedures from actual root canal treatment. Therefore, the specific co-payments listed for restorations or posts and cores will apply.
9. Orthodontic Treatment is limited as follows:
 - Minor treatment of tooth guidance/interceptive orthodontia is limited to eighteen (18) consecutive months.
 - Retention treatment is limited to eighteen (18) consecutive months. Ongoing treatment past eighteen (18) consecutive months is not covered. Also, ongoing treatment past eighteen (18) consecutive months may be subject to additional fees. This would be determined as outlined in the Copayment Schedule and determined by provider.
10. Orthodontic treatment involving therapy for myofunctional problems, T.M.J. dysfunctions, micrognathia, macroglossia, cleft palate or hormonal imbalances causing growth and developmental abnormalities, is not covered.
11. Extractions for Orthodontic purposes only are at a 25% discount off of Plan Provider's normal retail charge.
12. Orthodontic cases, involving orthognathic surgery, are not covered.
13. Treatment for malignancies, neoplasms or cysts, including biopsy, is not covered.
14. Except in the case of a dental emergency, services provided by non-Plan dentists are not covered unless preauthorized by Plan.
15. Copayments listed for restorations do not include the cost of lab fees.
16. Restorations and splints used to increase vertical dimension, restore occlusion, or replace/stabilize tooth structure loss by attrition are not covered.
17. Fixed prosthetic restoration of six (6) or more existing teeth, when performed as a simple procedure as part of a complete oral rehabilitation or reconstruction is not covered.

18. Complete oral rehabilitation or reconstruction involving replacement of six (6) or more missing teeth using fixed prosthetic restorations and/or appliances is not covered.
19. Dental treatment is not covered if Member's general health or physical limitations prevent provider from rendering appropriate dental treatment.
20. Costs associated with prescriptions or over the counter medications are not covered.
21. Implants, surgery for the insertion of implants, all related implant appliances and restorations, removable or fixed, are not covered.
22. The surgical removal of implants, or any surgery required to adjust, replace, or treat any problem related to an existing implant, or implant appliance, is not covered.

ARTICLE VI EMERGENCY SERVICES

6.1 **Emergency Services:** Plan shall arrange for Emergency Services twenty four (24) hours a day, seven (7) days a week.

- A. Inside Plan Service Area: If Member is in Plan Service Area and needs Emergency Services, Member should do the following: Contact Member's selected Plan Dentist to arrange for Emergency Services. If Member's Plan Dentist is unavailable, Member may obtain Emergency Services from any licensed dentist. Plan will reimburse Member for the actual cost of Emergency Services only, subject to any Copayments, limitations and exclusions.
- B. Outside Plan Service Area: If Member is not in Plan Service Area and needs Emergency Services, Member should seek treatment from any licensed dentist. Plan will reimburse Member for the actual cost of Emergency Services, subject to any Copayments, limitations and exclusions.
- C. Additional Conditions: Reimbursement for Emergency Services provided by non-Plan dentists is subject to the following additional conditions:

Covered Dental services include only those necessary to control bleeding, relieve pain, including local anesthesia, or eliminate acute infection. Medications that may be prescribed by the dentist but must be obtained through a pharmacy are excluded and are not covered. It includes severity which may cause dysfunction of any bodily organ or part. It includes these cases of severity which last until Member can either: (1) return to Plan Service Area or (2) continue treatment with Plan Dentist.

The Member must notify Plan or Plan Dentist of his condition and the service arrangements within forty-eight (48) hours after provision of Emergency Services. The Member must also return to Plan Dentist for continued services if indicated. It may happen that a Member's physical condition does not allow him to notify Plan within the prescribed time. He will need to notify Plan as soon as reasonably possible.

Reimbursement requests must be in writing. Such requests must be received by Plan within sixty (60) days of the date of service for which payment is requested. These requests must include invoices or other evidence of payment.

Failure to furnish proof within the required time shall not nullify or reduce claim. This applies if it was not reasonably possible to give proof within the required time. This is true provided proof is furnished as soon as reasonably possible.

If Emergency Services are performed at a hospital or outpatient care facility other than a dentist's office, Plan shall pay only applicable dental charges.

ARTICLE VII DENTAL CHARGES PAID BY MEMBERS

7.1 Member shall furnish Plan written proof that Member paid provider for covered benefits and services. Plan may reimburse Member. If so it will be without prejudice to Plan's right to seek recovery of any payment made by Plan. Requests for reimbursement must be in writing. Such requests must include invoices describing services provided.

- A. Proof of Charges. If Member is charged for covered benefits, written proof of charges must be furnished to Plan. This must be within sixty (60) days after receipt of benefit.
- B. Failure to Furnish Proof of Charges. Failure to furnish proof to Plan within the required time shall not nullify or reduce reimbursement. This is true: (1) only if it was not reasonably possible to provide proof within such time and (2) if proof is furnished as soon as reasonably possible.
- C. Reimbursement of Charges. Reimbursement requests will be processed within thirty (30) days of receipt of request by Plan. This applies unless Member is notified of the need for additional time. If reimbursement is denied, written notice shall be given to Member. Such notice will contain the reasons for denial.
- D. Review. Member may obtain a review of the denial through Plan's Member Appeals Process.
- E. Limitations of Actions.

No action at law or equity shall be brought under this Section against Plan prior to the end of a ninety (90) day period. This ninety (90) day period follows the date on which written proof of the charge or loss has been furnished to Plan, or later than three (3) years after the ending of the period of time in which such proof of charge or loss must be furnished to Plan.

No liability shall be imposed upon Plan other than for benefits covered herein.

ARTICLE VIII COORDINATION OF BENEFITS

8.1 **Coordination of Benefits:** Is the process for determining payment responsibility in cases where Member has benefit coverage with more than one carrier. The "primary" plan is the plan whose coverage applies first. The "secondary" plan may provide additional benefits after the primary benefits are applied.

Plan is "primary" under the following conditions:

- 1. If Member has coverage under more than one managed care plan, the plan that covers the individual as Member or Subscriber of Group is primary.
- 2. In the case of covered Dependents who are not directly covered under a Group plan, the plan of the parent whose birthday occurs earliest in the year (not the one who is oldest) is primary.

If Member has coverage under an indemnity plan, it shall pay benefits to Member without regard to the existence of a managed care Plan. An indemnity plan is not obligated to pay for procedures that are at no charge to Member, or to pay in excess of Member's obligation under Plan. When Member's Plan copayment obligation is met, the indemnity plan shall remit payments directly to Member.

The above may not apply in the case of a divorce decree, court action or the like, which may mandate that other coverage be primary.

When an indemnity plan is primary, the individual either files a claim for the out of pocket expense with the indemnity plan, or assigns reimbursement to the dentist. The indemnity plan will reimburse either Member or dentist according to the provisions of the indemnity plan. After reimbursement is made, any remaining balance is the responsibility of Member.

ARTICLE IX MEMBER APPEALS PROCESS

- 9.1 **Resolution Procedures:** Any inquiry, complaint or grievance shall be made by contacting Plan or Plan Provider. Members should take any question or concern directly to Plan Provider rendering service to resolve the issue immediately.

The Appeals Process is outlined in Member's Health Care Appeals Packet included as a separate packet with the Evidence of Coverage. There are four levels of review:

1. Expedited Medical Review
2. Informal Reconsideration
3. Formal Appeal
4. External Independent Review

For an additional or a replacement copy of the Health Care Appeals packet, contact Plan at 800-443-2995.

ARTICLE X TERMINATION

- 10.1 **Termination of Eligibility:** If Subscriber is terminated or leaves Group, Subscriber and his Dependents shall continue to be covered until Plan is notified in writing of Subscriber's termination.

- 10.2 **Member Termination:** Member coverage shall terminate as follows:

- A. On the last day of the month for which Group has placed Member on eligibility list and paid the proper Prepayment Fee.
- B. If Member ceases to meet eligibility requirements of Group, coverage will terminate on the next Prepayment Fee due date, subject to the individual conversion privilege, if available.
- C. If Member commits fraud or material misrepresentation in the use of services or facilities, coverage for Member will terminate immediately upon written notice.
- D. If Member commits fraud or material misrepresentation on the Enrollment Form, coverage will terminate immediately upon written notice. This provision will not be enforced after two (2) years from the time Member's coverage began.
- E. If Group or Plan terminates Agreement, coverage for Member shall cease on the termination date. This shall be subject to any notice required by state law.
- F. If Member fails to make required payments, Plan reserves the right to terminate coverage upon sixty (60) days written notice. Such payments include Copayments and missed appointment fees. Prepayment Fees received for terminated Member for the period after termination date shall be refunded to Group. Thereafter, Plan shall have no further liability or responsibility to Member.
- G. A Member, after reasonable efforts, may be unable to establish a satisfactory dentist-patient relationship with a Plan Provider. If so, Plan reserves the right to terminate coverage upon sixty (60) days written notice. Prepayment Fees received for terminated Member for the

period after termination date shall be refunded to Group. Thereafter, Plan shall have no further liability or responsibility to Member.

- H. Coverage for Subscriber's Dependents will be terminated if the coverage for Subscriber terminates for any reason. This is subject to continuation privileges for certain Dependents as set forth herein.
- I. Once a Member is no longer qualified as a Dependent, coverage for that Member will terminate. Coverage shall not terminate while a Dependent child of Subscriber is and continues to be incapable of self-sustaining employment. This is by reason of a disability or physical handicap. Dependent must be chiefly dependent on the Subscriber for maintenance and support. Subscriber must furnish proof of incapacity and dependency to Plan. This must occur within thirty-one (31) days of the child attaining limiting age. This also must occur every year thereafter, if requested by Plan.
- J. A Member may have fulfilled his obligations under Plan for one (1) year. If so, Member may elect to terminate coverage by giving thirty (30) days written notice to Group.

ARTICLE XI CONTINUATION OF COVERAGE / CONVERSION / COBRA

- 11.1 **Continuation of Coverage:** If Agreement is terminated, each Plan Provider shall complete all dental procedures started prior to the date of termination. This is pursuant to the terms of Agreement and as required by state law, except for orthodontia treatment. Should a Member in orthodontia treatment terminate for any reason, Member shall be responsible for payment of services rendered after the termination date.
- 11.2 **Conversion Privilege:** If Member ceases to meet eligibility requirements of Group, Member may convert to an individual dental plan, if available. This occurs without furnishing evidence of insurability. In order to obtain an individual dental plan, Member must work or live in Plan Service Area. He must submit a completed individual enrollment form and all Prepayment Fees to Plan within thirty-one (31) days after termination date. Plan will notify Member in writing of coverage effective date. Conversion privileges shall not be made available to Member terminated as a result of fraud or material misrepresentation.
- 11.3 **Continuation of Coverage under COBRA:** If under the provisions of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Public Law 99-272, Member is granted the right to continue coverage beyond the date Member's coverage would otherwise terminate, the following applies. Agreement shall be deemed to allow coverage to continue to comply with the provisions of applicable statutes. Member should contact Group concerning eligibility.

ARTICLE XII GENERAL PROVISIONS

- 12.1 **Amendments:** By mutual consent, Plan and Group may modify, amend or alter Agreement. Such change shall be in writing and duly executed by both parties. Any change shall be attached to Agreement. Plan may amend Agreement unilaterally to comply with germane law.
- 12.2 **Distribution of Plan Materials and Notices to Members:** Plan may be obligated under state law to give notice or Plan materials to Member. If so, it shall be sufficient for Plan to give notice or Plan materials to the last known address of Subscriber.
- 12.3 **Circumstances Beyond Plan's Control:** Rendition of dental services may be delayed or made impractical due to circumstances not within Plan's control. If this occurs, neither Plan nor Plan Provider shall have any liability or obligation to provide services on account of such delay. This includes, but is not limited to, complete or partial destruction of facilities, war, riot, and civil

insurrection. It also includes labor disputes or disability of a significant number of Plan Providers.

- 12.4 **Major Disaster or Epidemic:** If a major disaster or epidemic occurs, Plan Provider shall render dental services as practical according to his judgment. Such disaster or epidemic may limit available facilities or personnel. In such situation, neither Plan nor Plan Provider shall have any liability or obligation for delay or failure to provide dental services.

TO CONTACT CUSTOMER SERVICE, CALL 1-800-443-2995

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Copayment Schedule with Specialty Benefits

Benefits provided by

United Dental Care of Arizona, Inc.
5353 N. 16th Street, Suite 370
Phoenix, AZ 85016 800 443-2995

1. PLAN DENTIST SERVICES (subject to Limitations and Exclusions listed in the Evidence of Coverage):

The dental services listed on the Copayment Schedule below are covered only when provided by Member's selected Plan Dentist. Dental services that do not appear on this list are not covered by Plan. Member will be responsible for paying the amount listed in "Member Copayment" column at the time the service is received, or in accordance with Plan Dentist's billing procedures.

Payment for all services received from a non-Plan Dentist will be the responsibility of Member.

ADA Code	Service Description **	Member Copayment
<u>Appointments</u>		
D0120	Periodic oral evaluation	No Charge
D0140	Limited oral evaluation, problem focused	20.00
D0150	Comprehensive oral evaluation - new or established patient	No Charge
D0180	Comprehensive periodontal evaluation - new or established patient	No Charge
D9440	Office visit - after regularly scheduled office hours	40.00
None	Office visit – during regularly scheduled hours***	5.00
None	Missed appointment without 24-hour notice***	20.00
<u>Diagnostic Dentistry</u>		
D0210	X-Ray: intraoral - complete series (including bitewings)	No Charge
D0220	X-Ray: intraoral - periapical first film	No Charge
D0230	X-Ray: intraoral - periapical each additional film	No Charge
D0240	X-Ray: intraoral - occlusal film	No Charge
D0250	X-Ray: extraoral - first film	No Charge
D0260	X-Ray: extraoral - each additional film	No Charge
D0270	X-Ray: bitewing - single film	No Charge
D0272	X-Ray: bitewing - two films	No Charge
D0274	X-Ray: bitewing - four films	No Charge
D0330	X-Ray: panoramic film	No Charge
D0415	Collection of micro-organisms for culture and sensitivity	No Charge
D0425	Caries susceptibility tests	No Charge
D0460	Pulp vitality tests	No Charge
<u>Preventive Dentistry</u>		
D1110	Prophylaxis - adult (once every 6 mos.)	3.00
D1120	Prophylaxis - child up to age 18 (once every 6 mos.)	3.00
D1203	Topical application of fluoride - child up to age 18 (prophylaxis not included)	No Charge
D1310	Nutritional counseling for control of disease	No Charge
D1330	Oral hygiene instructions	No Charge
D1351	Sealant - per tooth	5.00
D1510	Space maintainer - fixed - unilateral*	65.00

ADA Code	Service Description **	Member Copayment
D1515	Space maintainer - fixed - bilateral*	65.00
D1520	Space maintainer - removable - unilateral*	60.00
D1525	Space maintainer - removable - bilateral*	80.00
D1550	Re-cementation of space maintainer	10.00
None	Additional prophylaxis*** (Additional prophylaxis does not apply to patients with periodontal disease)	35.00
<u>Restorative Dentistry (Fillings/Crowns)</u>		
D2140	Amalgam - one surface, primary or permanent	10.00
D2150	Amalgam - two surfaces, primary or permanent	14.00
D2160	Amalgam - three surfaces, primary or permanent	16.00
D2161	Amalgam - four or more surfaces, primary or permanent	20.00
D2330	Resin-based composite - one surface, anterior	25.00
D2331	Resin-based composite - two surfaces, anterior	35.00
D2332	Resin-based composite - three surfaces, anterior	45.00
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	60.00
D2391	Resin-based composite - one surface, posterior	35.00
D2392	Resin-based composite - two surfaces, posterior	45.00
D2393	Resin-based composite - three surfaces, posterior	50.00
D2394	Resin-based composite - four or more surfaces, posterior	50.00
D2510	Inlay - metallic - one surface*	130.00
D2520	Inlay - metallic - two surfaces*	150.00
D2530	Inlay - metallic - three or more surfaces*	215.00
D2543	Onlay - metallic - three surfaces*	230.00
D2544	Onlay - metallic - four or more surfaces*	230.00
D2610	Inlay - porcelain/ceramic - one surface*	200.00
D2620	Inlay - porcelain/ceramic - two surfaces*	205.00
D2630	Inlay - porcelain/ceramic - three or more surfaces*	240.00
D2740	Crown - porcelain/ceramic substrate*	235.00
D2750	Crown - porcelain fused to high noble metal*	235.00
D2751	Crown - porcelain to predominantly base metal*	235.00
D2752	Crown - porcelain fused to noble metal*	235.00
D2790	Crown - full cast high noble metal*	235.00
D2791	Crown - full cast predominantly base metal*	235.00
D2792	Crown - full cast noble metal*	235.00
D2910	Recement inlay, onlay or partial coverage restoration	15.00
D2920	Recement crown	15.00
D2930	Prefabricated stainless steel crown - primary tooth	60.00
D2940	Sedative filling	10.00
D2950	Core buildup, including any pins	40.00
D2951	Pin retention - per tooth, in addition to restoration	20.00
D2952	Cast post and core in addition to crown*	80.00
D2954	Prefabricated post and core in addition to crown	80.00
D2960	Labial veneer (laminare) - chairside	260.00
D2962	Labial veneer (porcelain laminate) - laboratory*	315.00
D2980	Crown repair, by report*	20.00
None	Temporary filling***	15.00
None	Cosmetic bleaching, per arch***	150.00
None	Cosmetic bleaching, both arches***	300.00
<u>Endodontics (Root Canals)</u>		
D3110	Pulp cap - direct (excluding final restoration)	5.00
D3120	Pulp cap - indirect (excluding final restoration)	5.00

ADA Code	Service Description **	Member Copayment
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	30.00
D3310	Root canal therapy: anterior (excluding final restoration)	165.00
D3320	Root canal therapy: bicuspid (excluding final restoration)	185.00
D3330	Root canal therapy: molar (excluding final restoration)	235.00
D3346	Retreatment of previous root canal therapy - anterior	320.00
D3347	Retreatment of previous root canal therapy - bicuspid	380.00
D3348	Retreatment of previous root canal therapy - molar	455.00
D3410	Apicoectomy/periradicular surgery - anterior	125.00
D3421	Apicoectomy/periradicular surgery - bicuspid (first root)	170.00
D3425	Apicoectomy/periradicular surgery - molar (first root)	170.00
D3426	Apicoectomy/periradicular surgery (each additional root)	80.00
D3430	Retrograde filling - per root	40.00
D3450	Root amputation - per root	70.00
D3920	Hemisection (including any root removal), not including root canal therapy	70.00
<u>Periodontics</u>		
D4210	Gingivectomy or gingivoplasty - 4+ contiguous or bounded teeth spaces per quadrant	200.00
D4211	Gingivectomy or gingivoplasty - 1 to 3 teeth, per quadrant	120.00
D4260	Osseous surgery (including flap entry and closure) 4+ contiguous or bounded teeth spaces per quadrant	250.00
D4261	Osseous surgery (including flap entry and closure) one to three contiguous teeth or bounded teeth spaces, per quadrant	150.00
D4320	Provisional splinting - intracoronal	60.00
D4321	Provisional splinting - extracoronal	50.00
D4341	Periodontal scaling and root planing, four or more teeth per quadrant	75.00
D4342	Periodontal scaling and root planing, one to three teeth per quadrant	45.00
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis	35.00
D4910	Periodontal maintenance	25.00
None	Periodontal hygiene instructions***	No Charge
None	Periodontal charting for planning treatment of periodontal disease***	8.00
<u>Removable Prosthodontics (Dentures)</u>		
D5110	Complete denture - maxillary*	325.00
D5120	Complete denture - mandibular*	325.00
D5130	Immediate denture - maxillary*	340.00
D5140	Immediate denture - mandibular*	340.00
D5211	Maxillary partial denture - resin base*	330.00
D5212	Mandibular partial denture - resin base*	330.00
D5213	Maxillary partial denture - cast metal framework with resin denture bases*	360.00
D5214	Mandibular partial denture - cast metal framework with resin denture base* (D5211 - D5214 includes any conventional clasps, rests, and teeth)	360.00
D5410	Adjust complete denture - maxillary	25.00
D5411	Adjust complete denture - mandibular	25.00
D5421	Adjust partial denture - maxillary	25.00
D5422	Adjust partial denture - mandibular	25.00
D5510	Repair broken complete denture base*	25.00
D5610	Repair resin denture base*	35.00
D5620	Repair cast framework*	35.00
D5630	Repair or replace broken clasps	35.00
D5640	Repair broken teeth - per tooth	35.00
D5650	Add tooth to existing partial denture	35.00
D5730	Reline complete maxillary denture (chairside)	60.00

ADA Code	Service Description **	Member Copayment
D5731	Reline complete mandibular denture (chairside)	60.00
D5740	Reline maxillary partial denture (chairside)	60.00
D5741	Reline mandibular partial denture (chairside)	60.00
D5750	Reline complete maxillary denture (laboratory)*	95.00
D5751	Reline complete mandibular denture (laboratory)*	95.00
D5760	Reline maxillary partial denture (laboratory)*	95.00
D5761	Reline mandibular partial denture (laboratory)*	95.00
D5850	Tissue conditioning, maxillary	15.00
D5851	Tissue conditioning, mandibular	15.00
D5862	Precision attachment, by report*	150.00
<u>Fixed Prosthodontics</u>		
D6210	Pontic - cast high noble metal*	235.00
D6211	Pontic - cast predominantly base metal*	235.00
D6212	Pontic - cast noble metal*	235.00
D6240	Pontic - porcelain fused to high noble metal*	235.00
D6241	Pontic - porcelain fused to predominantly base metal*	235.00
D6242	Pontic - porcelain fused to noble metal*	235.00
D6251	Pontic - resin with predominantly base metal*	235.00
D6545	Retainer - cast metal for resin bonded fixed prosthesis*	165.00
D6721	Crown - resin with predominantly base metal*	235.00
D6750	Crown - porcelain fused to high noble metal*	235.00
D6751	Crown - porcelain fused to predominantly base metal*	235.00
D6752	Crown - porcelain fused to noble metal*	235.00
D6780	Crown - 3/4 cast high noble metal*	235.00
D6790	Crown - full cast high noble metal*	235.00
D6791	Crown - full cast predominantly base metal*	235.00
D6792	Crown - full cast noble metal*	235.00
D6930	Recement fixed partial denture	20.00
D6940	Stress breaker	150.00
D6950	Precision attachment, by report	155.00
D6980	Fixed partial denture repair, by report*	45.00
None	Resin bonded bridge pontic, per unit*** (*)	235.00
<u>Oral Surgery</u>		
D7111	Extraction, coronal remnants - deciduous tooth	15.00
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	15.00
D7210	Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth	50.00
D7220	Removal of impacted tooth - soft tissue	70.00
D7230	Removal of impacted tooth - partially bony	75.00
D7240	Removal of impacted tooth - completely bony	95.00
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	110.00
D7250	Surgical removal of residual tooth roots (cutting procedure)	55.00
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	130.00
D7280	Surgical access of an unerupted tooth	120.00
D7310	Alveoloplasty in conjunction with extractions - per quadrant	90.00
D7320	Alveoloplasty not in conjunction with extractions - per quadrant	170.00
D7471	Removal of lateral exostosis - maxillary and mandibular	295.00
D7510	Incision and drainage of abscess – intraoral soft tissue	60.00
D7910	Suture of small wound up to 5 centimeters	55.00
D7960	Frenulectomy (frenectomy or frenotomy) separate procedure	65.00

ADA Code	Service Description **	Member Copayment
	<u>Other Services</u>	
D9220	Deep sedation/general anesthesia - first 30 minutes	180.00
D9230	Analgesia, anxiolysis, inhalation of nitrous oxide - per 30 minutes	8.00
D9241	Intravenous conscious sedation/analgesia - first 30 minutes	180.00
D9310	Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment)	30.00
D9940	Occlusal guards, by report	85.00
D9951	Occlusal adjustment - limited	40.00
D9952	Occlusal adjustment - complete	115.00

2. SPECIALIST SERVICES (subject to Limitations and Exclusions listed in the Evidence of Coverage):

Should Member require dental services that his selected Plan Dentist is unable to provide, he may obtain those services from a Plan Specialist. No referral is needed from the selected Plan Dentist in order for Member to obtain services from a Plan Specialist. Member responsibilities for obtaining services from a Plan Specialist are outlined below.

Payment for all services received from a non-Plan Specialist will be the responsibility of the Member.

(1) On Copayment Schedule (subject to Limitations and Exclusions listed in the Evidence of Coverage): The following Copayment Schedule applies to covered services when they are provided by a Plan Specialist. If Member receives a service listed on the schedule, he will be responsible for paying the amount in "Member Copayment" column at the time the service is received, or in accordance with Plan Specialist's billing procedures.

ADA Codes	Service Description	Member Copayment
D0140	Limited oral evaluation, problem focused	25.00
D0150	Comprehensive oral evaluation, problem focused	25.00
D3320	Root canal therapy: bicuspid (excluding final restoration)	235.00
D3330	Root canal therapy: molar (excluding final restoration)	320.00
D3346	Retreatment of previous root canal therapy - anterior	335.00
D3347	Retreatment of previous root canal therapy - bicuspid	430.00
D3348	Retreatment of previous root canal therapy - molar	475.00
D3410	Apicoectomy/periradicular surgery - anterior	200.00
D3421	Apicoectomy/periradicular surgery - bicuspid, first root	230.00
D3425	Apicoectomy - Molar, First Root	265.00
D3430	Retrograde filling - per root	65.00
D4211	Gingivectomy or gingivoplasty - 1 to 3 teeth, per quadrant	135.00
D4260	Osseous Surgery (including flap entry and closure) 4+ teeth per quadrant	390.00
D4261	Osseous Surgery (including flap entry and closure) one to three contiguous teeth or bounded teeth spaces, per quadrant	234.00
D4341	Periodontal scaling and root planing, four or more teeth per quadrant	80.00
D4342	Periodontal scaling and root planing, 1 to 3 teeth per quadrant	48.00
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis	55.00
D4381	Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth, by report	60.00
D7210	Surgical removal of erupted tooth	60.00
D7220	Removal of impacted tooth - soft tissue	80.00
D7230	Removal of impacted tooth - partial bony	105.00
D7240	Removal of impacted tooth - complete bony	150.00
D7241	Removal of impacted tooth - complete bony with complications	160.00
D7250	Surgical removal of residual tooth roots (cutting procedure)	60.00
D7280	Surgical access of an unerupted tooth	150.00
D7310	Alveoloplasty in conjunction with extractions - per quadrant	100.00
D7320	Alveoloplasty not in conjunction with extractions - per quadrant	85.00
D7471	Removal of lateral exostosis maxillary or mandibular	220.00
D7510	Incision and drainage of abscess intraoral soft tissue	70.00
D7960	Frenulectomy (frenectomy or frenotomy) separate procedure	145.00
D9241	Intravenous conscious sedation/analgesia, first 30 minutes	130.00

(2) Not on Copayment Schedule (subject to Limitations and Exclusions listed in the Evidence of Coverage): Dental services obtained from a Plan Specialist, but not listed on the schedule above, will be provided to Member at a discount. A 15% discount, off that Plan Specialist's normal retail

charges, will be applied to services obtained from a Plan Specialist who is an Endodontist. A 25% discount, off that Plan Specialist's normal retail charges, will be applied to all other services (including orthodontic services) received from a Plan Specialist. Member will be responsible for paying the discounted charge at the time the services is received, or in accordance with Plan Specialist's billing procedures.

* Member will be responsible for cost of additional lab fees for these services.

** Service does not have an American Dental Association current dental terminology code or nomenclature/descriptor.

*** Current Dental Terminology (c) 2004 American Dental Association. All Rights Reserved.

HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL, DENTAL AND VISION INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Our Commitment

Union Security Insurance Company and its affiliated prepaid dental companies* are committed to protecting the personal information entrusted to us by our customers. The trust you place in us when you share your personal information is a responsibility we take very seriously and is the cornerstone of how we conduct our business.

We use the brand name “Assurant Employee Benefits” to associate our products and services and to connect us with the brand of our parent company, Assurant, Inc.

The Health Insurance Portability and Accountability Act (HIPAA) provides us and our affiliates with guidelines and standards to follow when we use or disclose your Protected Health Information (PHI). This new law also gives you, our customer, numerous rights regarding your ability to see, inspect, and copy your PHI. Because our commitment to privacy means complying with all privacy laws, we are providing you this notice outlining our privacy practices. The following information is intended to help you understand what we can and cannot do with your PHI and what your rights are under HIPAA.

II. Our Use and Disclosure of Your PHI

HIPAA allows us to use and disclose your PHI for treatment, payment, and dental or vision care operations without asking your permission. For instance, we may disclose information to a dental or vision provider to assist the provider in properly treating you or a dependent (Treatment). We may disclose certain information to the dental or vision provider in order to properly pay a claim or to your employer in order to collect the correct premium amount (Payment). We may disclose your information in order to help us make the correct underwriting decision or to determine your eligibility (Operations).

Other examples of possible disclosures for purposes of dental or vision care operations include:

- Underwriting our risk and determining rates and premiums for your dental or vision plan;
- Determining your eligibility for benefits;
- Reviewing the competence and qualifications of dental care or other providers;
- Conducting or arranging for dental review, legal services, and auditing functions, including fraud and abuse detection and compliance;
- Business planning and development;
- Business management and general administrative duties such as cost-management, customer service, and resolution of internal grievances;
- Other administrative purposes.

We can also make disclosures under the following circumstances without your permission:

- As required by law, including response to court and administrative orders, or to report information about suspected criminal activity;
- To report abuse, neglect, or domestic violence;

- To authorities that monitor our compliance with these privacy requirements;
- To coroners, medical examiners, and funeral directors;
- For research and public health activities, such as disease and vital statistic reporting;
- To avert a serious threat to health or safety;
- To the military, certain federal officials for national security activities, and to correctional institutions;
- To the entity sponsoring your group dental or vision plan but only for purposes of enrollment, disenrollment, eligibility or for the purpose of giving the plan sponsor summary information when necessary to help make decisions regarding changes to the plan. If the plan sponsor has certified that its plan documents have been amended to include certain privacy provisions, we may also disclose protected health information to the plan sponsor to carry out plan administration functions that the plan sponsor performs on behalf of the plan;
- To a spouse, family member, or other personal representative if they can show they are assisting in your care or payment of your care and then, without an authorization, only basic information about the status or payment of a claim.

Unless you give us written authorization, we cannot use or disclose your PHI for any reason except as otherwise described in this notice. You may revoke your written authorization at any time by writing us at the address indicated at the end of this notice.

III. Your Individual Rights

You have the following rights with regard to your Protected Health Information:

- **To Restrict our Use or Disclosure.** You have the right to ask us to limit our use or disclosure of your PHI. While we will consider your request, we are not legally required to agree to the additional restrictions. If we do agree to all or part of your request, we will inform you in writing. We cannot agree to limit any use and disclosure of your PHI if the use or disclosure is required by law.
- **To Access your PHI.** You have the right to view and/or copy your PHI at any time by contacting us. If you want copies of your PHI, or want your PHI in a special format, we may charge you a fee. You have a right to choose what portions of your PHI you want copied and to have prior notice of copying costs. If for some reason we deny your request for access to your PHI, we will provide a written explanation of why your request was denied and explain how you can appeal the denial.
- **To Amend your PHI.** You have the right to amend your PHI, if you believe it is incomplete or inaccurate. Your request must be in writing, with an explanation of why you feel the information should be amended. If we approve your request to amend your PHI, we will make reasonable efforts to inform others, including people you name, about the amendment to your PHI. We may deny your request for various reasons, for example, if we determine that the information is correct and complete, or if we did not create the information. If we deny your request, we will provide you a written explanation of our decision. We also will explain your rights regarding having your request and our response included with all future disclosures of your PHI.
- **To Obtain an Accounting of our Disclosures.** You have the right to receive a listing from us of all instances in which we or our business associates have disclosed your PHI for purposes other than treatment, payment, health care operations, or as authorized by you. This list will include only those disclosures made since April 14, 2003 and will only go back six years. The accounting will tell you the date we made the disclosure, the name of the person or entity to whom the disclosure was

made, a description of the PHI that was disclosed, and the reason for the disclosure. There may be a charge for accounting disclosures if requested more than once a year.

- **To Request Alternative Communications.** You have the right to ask us to communicate with you about your confidential information by a different method or at another location. We will accommodate all reasonable requests.
- **To Receive Notice.** You are entitled to receive a copy of this notice that outlines our HIPAA privacy practices. We reserve the right to change these practices and the terms of this notice at any time. We will not make any material changes to our privacy practices without first sending you a revised notice. If you receive this notice on our website or by electronic mail, you may request a paper copy.

IV. Who to Contact for Questions and Complaints

If you want more information about our privacy practices, wish to exercise any of your rights with regard to your PHI, or have any questions about the information in this notice, please use the contact information below. If you believe we may have violated your privacy rights, or if you disagree with a decision that we made in connection with your PHI, you may file a complaint using the contact information below. You may also submit a written complaint to the Secretary of the U.S. Department of Health and Human Services, Office of Civil Rights. You may locate the regional office nearest to you by visiting their web site, <http://www.hhs.gov/ocr/privacyhowtofile.htm>. We fully support your right to the privacy of your PHI, and will not retaliate in any way if you choose to file a complaint.

Mailing Address:	Assurant Employee Benefits Privacy Office P.O. Box 419052 Kansas City, MO 64141-6052
Telephone:	800.733.7879
Email:	PrivacyOffice.AEB@assurant.com
Web Site:	www.assurantemployeebenefits.com

V. Organizations Covered by This Notice

This notice applies to the privacy practices of the organizations referenced below. These organizations may share your PHI with each other as needed for payment activities or health care operations relating to the dental or vision insurance that we provide.

VI. Effective Date of This Notice: April 14, 2003

*** In this notice, “we”, “us”, and “our” refer to Union Security Insurance Company; and the following prepaid dental companies:** Fortis Benefits DentalCare of Wisconsin, Inc., Denticare of Alabama, Inc., Denticare of Oklahoma, Inc., Denticare, Inc. (Florida), Denticare, Inc. (Kentucky), Georgia Dental Plan, Inc., UDC Dental California, Inc., UDC Life and Health Insurance Company, UDC Ohio, Inc., United Dental Care Insurance Company, United Dental Care of Arizona, Inc., United Dental Care of Colorado, Inc., United Dental Care of Michigan, Inc., United Dental Care of Missouri, Inc., United Dental Care of Nebraska, Inc., United Dental Care of New Mexico, Inc., United Dental Care of Pennsylvania, Inc., United Dental Care of Texas, Inc., United Dental Care of Utah, Inc., Union Security DentalCare of New Jersey, Inc.